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ABSTRACT

The collective bargaining agreement between the University of Detroit and the University of Detroit Professors' Union (183 members), an affiliate of the National Education Association and the Michigan Education Association, covering the period January 15, 1985-August 15, 1986 is presented. Items covered in the agreement include: unit recognition; dues/fees checkoff; union use of facilities and computer time; management rights; academic freedom; academic responsibilities; probationary period; promotion and tenure of faculty, librarians, and nontenured staff; tenured employment; retirement; discipline and discharge; workload and professional responsibilities; outside work; layoff and recall; grievance and arbitration procedures; minimum salaries; salary adjustments for 1985-1986; chairperson/area coordinator salary for additional service; special term teaching; overload assignment; employment benefits; personal and professional leaves; employee health and safety; professional supplies and services; employee travel and reimbursement; parking; publication assistance; employee use of athletic facilities; layover privileges; and no strike/lockout clause. (SW)

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UNIVERSITY OF DETROIT

and the

UNIVERSITY OF DETROIT PROFESSORS' UNION

affiliated with the MEA/NEA

Collective Bargaining Agreement

January 15, 1985 - August 15, 1986

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TABLE OF CONTENTS

			Page
Agreement			1
Preamble			1
ARTICLE	I	Definitions	1
	II	Agreement Scope	2
		Employees Covered	2
		Persons Not Covered	2
	III	Union Status	3
		Recognition	3
		Agency Shop	3
		Work Of The Bargaining Unit	3
		Union Membership:	
		List of Unit	4
		Dues Or Fees Checkoff	4
		Union Notification	5
		Cancellation Of Dues Or Fees Checkoff	5
		Penalty For Failure To Pay Dues Or To Authorize Checkoff	5
		Union Use Of Facilities	5
		Union Office	5
		Union Representatives	6
		Union Bulletin Boards	6
		Competing Labor Organizations	6
		Union Computer Time	6
	IV	Management Rights	6
		University Management	6
		Rules and Procedures	7
		Minimum Terms	7
	V	Employee Status	7
		Academic Freedom	7
		Academic Responsibility	8
		Guarantee of Rights	8
		Probationary Period	8
		Promotion and/or Tenure: Faculty	9
		Promotion and/or Tenure: Librarians	10
		Termination of Non-Tenured Employees	17

	Tenured Employment	18
	Retirement	18
	Discipline And Discharge	19
	Criteria For Promotion and/or Tenure	19
	Non-Tenure Track Employees	19
VI	Workload And Professional Responsibilities	19
	University Work Year	19
	Professional Responsibilities	20
	Workload	24
	Outside Work	28
VII	Layoff and Recall	28
	Authority To Institute Layoff	28
	Consultation With Employees	28
	Implementation And Order Of Layoff	29
	Layoff: Notice	29
	Recall	30
	Privileges Of Laid Off Employees	30
VIII	Grievance Procedure	31
	Construction	31
	Scope	31
	Initiation	32
	Step One	32
	Step Two	32
	Arbitration	32
	Arbitrator's Decision And Compensation	33
	Limitation Of Arbitrator's Authority	33
	Jurisdictional Questions	33
IX	Compensation	34
	Minimum Salaries: Employee Represented By The Bargaining Unit	34
	Salary Adjustments For 1985/1986	34
	Salary Adjustments For Promotions	35
	Chairperson/Area Coordinator Salary For Additional Service	35
	Special Term Teaching	35

Overload Assignments 36
Medical Insurance. 36
Retirement Program 36
Life Insurance 37
Short Term Disability. 37
Long Term Disability 37
Tuition Grant Benefit Program. 38
Holidays For Engineering Laboratory Technician 39
Vacation For Engineering Laboratory Technician 40
Bonus Vacation Plan For Engineering Laboratory Technicians. 41

X Personal And Professional Leaves. 41
Unpaid Leave 41
Leaves With Pay: Employee Development and Research Leaves . . 42
Military Leave 43
Jury Service 44
Bereavement Leave. 44
Disability Leave 44

XI Working Conditions. 44
Office 44
Professional Supplies and Services. 45
Health and Safety. 45
Professional Liability Insurance Coverage. 45
Employee Travel. 45
Travel Reimbursement Fund. 46
Parking. 46
Publication Assistance 46
Employees Use of Athletic Facilities. 46
Layover Privileges 46

XII Joint Responsibility. 47
No Strike. 47
Union Obligation 47
Lockout. 47

XIII Miscellaneous Provisions. 47
Meeting. 47
Separability 48
Exchange Of Information. 48
Notice And Addresses 48
Waiver 48

Amendment. 48
Appendices And Letters Of Agreement 49
Institutional Resources Committee 49
Informal Meetings. 49
Executive Liaison. 49

XIV Term of Agreement 50
Term 50
Termination. 50

Letter of Agreement #1 51

Letter of Agreement #2 53

Letter of Agreement #3 54

AGREEMENT

Agreement between the University of Detroit, a Michigan non profit corporation, (hereinafter referred to as the "Employer"), and the University of Detroit Professors' Union, (hereinafter referred to as the "Union").

PREAMBLE

The purposes of this Agreement are to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations at the University of Detroit. Recognizing that a high degree of educational excellence is required to maintain a healthy and viable institution of higher education, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and conditions set forth herein for the duration of this Agreement.

ARTICLE I

DEFINITIONS

1.1 As used in this Agreement and except as its context may otherwise require:

(a) "Employer" means the University of Detroit, a Michigan non-profit corporation.

(b) "Union" or "UDPU" means the University of Detroit Professors' Union and any other group with which it is affiliated.

(c) "Employee" means an individual covered by paragraph 2.1

(d) "Faculty Member" means an employee who is a regular full time professional member of the faculty of the Employer who is assigned to the college of Liberal Arts, Business and Administration, Engineering and Science, the School of Architecture, and the School of Education and Human Services.

(e) "Librarian" means an employee who is a regular full time librarian assigned to the Main Library, the Evening Business and Administration Library or the Clarkston Library and in the future any librarian assigned to the Architecture Resource Center.

(f) "Research Scientist" means an employee who is a regular full time professional member of the research staff assigned to the Polymer Institute.

(g) "Engineering Laboratory Technician" means an employee who is a regular full time engineering laboratory technician assigned to the Employer's College of Engineering and Science.

(h) "Unit" or "Bargaining Unit" means the employees, collectively covered by paragraph 2.1

(i) The masculine, feminine and neuter gender of pronouns are used interchangeably and import one another.

(j) "Part-Time Faculty Member" means a person whose exclusive obligation involves teaching and no more than two sections, or six (6) hours, whichever is less, in any given trimester.

ARTICLE II

AGREEMENT SCOPE

2.1 **Employees Covered.** This Agreement applies to every full time professional member of the faculty of the Employer at its Colleges of Liberal Arts, Business and Administration, Engineering and Science, the School of Architecture, the School of Education and Human Services and including within such schools and colleges the department Chairpersons, professional librarians, research scientists assigned to the Polymer Institute, the faculties of Physical Education and Performing Arts, all as certified by the National Labor Relations Board in Case 7-RC-13396, and the engineering laboratory technicians, as certified by the National Labor Relations Board in Case 7-UC-127.

2.2 **Persons Not Covered.** This Agreement does not apply to any person employed by the Employer as a part-time faculty member or part-time librarian, an adjunct faculty member, or any full or part-time faculty member or professional librarian of the School of Law or the School of Dentistry, a member of the Military Science faculty, a member of the Campus Ministry or Student Life Staff, a Dean, Associate Dean, Assistant Dean, Administrator, Director, managerial or confidential employee, guard or supervisor as defined in the National Labor Relations Act, any person represented by another labor organization or to any other person not covered by paragraph 2.1.

ARTICLE III

UNION STATUS

3.1 **Recognition.** The Employer recognizes the Union as the exclusive collective bargaining representative of the bargaining unit described in paragraph 2.1 and thus of every employee covered by this Agreement. However, any individual employee or group of employees has the right to present a grievance to the Employer and have it adjusted so long as the adjustment of the grievance is not inconsistent with this Agreement and the Union has been given an opportunity to be present at such adjustment.

3.2 **Agency Shop.** All employees covered by this Agreement who are in compliance with (a), (b), or (c) of this paragraph at the time this Agreement becomes effective shall be required to remain in compliance with (a), (b), or (c) for the duration of this Agreement as a condition of their continued employment. All other employees covered by this Agreement shall be required, as a condition of their continued employment, to do one of the following no later than 45 days following the beginning of their employment or the effective date of this Agreement, whichever is later:

(a) To tender payment in full to the Union of the dues and initiation fees uniformly required for the acquisition and retention of membership in the UDPU.

(b) To tender payment in full to the Union of the service fees uniformly assessed against bargaining unit members who are not members of the UDPU.

(c) To sign an authorization form for the payroll deduction of such dues or fees required by paragraph (a) or (b) above.

3.3 **Work of the Bargaining Unit.** All professional library services and the teaching of credit courses shall be the exclusive work of the members of the bargaining unit defined in paragraph 2.1 consistent with the following:

(a) Graduate students who teach as an integral part of their academic program may perform unit work without limitation.

(b) Faculty members performing unit work may accept overload assignments without limitation.

(c) Persons who are not included in (a) or (b) above and who are not in the bargaining unit may teach up to 40% of the total number of sections taught in Term I or Term II or may perform up to 40% of the hours of professional library service performed. For the purposes of percentage

computation required hereunder, no member of the bargaining unit who was laid off and recalled on a part-time basis shall be included. In any instance where a pertinent accreditation standard would be violated by the implementation of this paragraph, the accreditation standard shall control.

(d) The Academic Vice President shall, without unnecessary delay, provide duly authorized Union representatives with information necessary for the determination of the percentage of non-bargaining unit employees performing bargaining unit work as specified in paragraph 3.3 (c) of the Agreement.

(e) Notwithstanding any other provision of this Collective Bargaining Agreement, all voluntary assignments for Pre-summer or Summer or term 3 or off-term or overload assignments, must first be offered to qualified bargaining unit members of the pertinent department before they may be offered to individuals who are not in the bargaining unit. The assignments shall be rotated throughout a department/unit on the basis of defined areas of teaching qualifications. The initial order of rotation shall be determined by bargaining unit seniority. Before anyone lower in the rotation or outside the bargaining unit is offered the assignment at higher compensation than that first refused by an employee, it must be offered again at the higher compensation throughout the rotation. This paragraph does not prohibit the employer from using distinguished individuals in a particular field to provide necessary programmatic breadth and depth beyond that which could be provided by unit members.

3.4 **Union Membership: List of Unit.** The Employer will send to the Union, by August 1 of each year, a list stating the name of each bargaining unit member then in the unit and will, by the 15th day of the month following any change in such list, send the Union a list of such changes.

3.5 **Dues or Fees Checkoff.** The Employer will, for each employee who has, on a form satisfactory to the Employer, duly authorized it to do so, deduct from such employee's salary and remit to the Union the amount of service fees or membership dues and initiation fees certified by the UDPU to be owed to its account by the employee. Deductions authorized by the employee and certified by the UDPU as required hereunder will be deducted from the pay due to the employee in the manner specified in the authorization. The Employer will have no obligation to deduct or remit dues or fees payable for the account of any employee who

does not have sufficient salary due on any pay period to pay in full the amount due the UDPU. The UDPU will indemnify the Employer against any liability the Employer may incur by reason of any deduction or remittance made pursuant to this paragraph.

3.6 **Union Notification.** The Union shall notify the Employer on or before the first of August each year the total amount of dues to be deducted from each employee's salary, the amount to be deducted for each pay period, and the number of pay periods for which deduction for union dues shall be made.

3.7 **Cancellation of Dues or Fees Checkoff.** An employee who has authorized dues or service fees deductions may cancel such authorization by submitting to the Employer written notice of such cancellation between April 1 and April 30 of any year. In the absence of a notification of cancellation the authorization shall automatically be renewed for a one year period.

3.8 **Penalty for Failure to Pay Dues, Fees or to Authorize Checkoff.** In the event an employee fails to comply with the requirements of paragraph 3.2 the Union may request the Employer to terminate that employee. Any such Union request for termination shall be submitted to the Employer in writing with a copy to the employee and may not be made unless the Union has previously given the employee at least fifteen (15) days written notice of its intention to request the Employer to terminate the said employee. Upon receipt of a properly noticed request for discharge the Employer shall discharge the employee at the end of the term in which the final notice is given. The Union shall indemnify and hold the Employer harmless from any liability resulting from any and all claims, demands, suits or other actions arising from its compliance with this Article; such indemnification shall include any attorney fees or other costs of litigation. No termination made pursuant to this paragraph shall be grievable.

3.9 **Union Use of Facilities.** The Union shall be permitted to use the Employer's facilities, equipment and services, which are designated by the Employer for use by University organizations, for the transaction of official Union business at reasonable times, provided that such utilization does not interfere with the Employer's normal use of such facilities, equipment and/or services. The Union shall pay the reasonable cost of all materials, supplies, maintenance and services incident to the use of such facilities.

3.10 **Union Office.** The Employer will provide a separate office space for the Union's exclusive use. The office shall be equipped with the appropriate desk and desk chair. There shall be no charge to the Union for such office space and furniture.

3.11 **Union Representatives.** Duly authorized representatives of the Union shall be permitted to transact official Union business on University property at all reasonable times so long as such business does not interfere with the Employer's normal use of its property, facilities and scheduled activities.

3.12 **Union Bulletin Boards.** The Employer will provide a bulletin board for the exclusive use of the Union, for official Union business, in each of the following buildings:

(a) Briggs Building
(b) Chemistry Building
(c) Commerce and Finance Building
(d) Engineering Building
(e) Ford Life Science Building
(f) Library
(g) Architecture Building
(h) Smith Building

3.13 **Competing Labor Organizations.** Except as may be required by law, the rights granted to the Union pursuant to this Article will not be given to any labor organization competing with the Union for the representation of the unit described in paragraph 2.1.

3.14 **Union Computer Time.** The Employer agrees to provide the Union with computer time usage in an amount not to exceed $500.00 for each year covered by this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 **University Management.** The Employer has the legal responsibility and, subject to the express and specific terms of this Agreement, the right to select, implement and manage its academic and non-academic operations and programs. As a part of these rights and responsibilities, the Employer shall have the right to:

(a) Hire, assign, promote, schedule, layoff, recall, discipline, and discharge its employees.

(b) Determine and schedule the academic year.

(c) Determine the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of its equipment and facilities.

(d) Control all Employer property.

The Employer's right, privilege and responsibility to carry out the ordinary and customary functions of managing its academic and non-academic operations which are not specifically curtailed by this Agreement shall continue in full force and effect. In the event that the specific terms of this Agreement conflict with such rights, privileges and responsibilities, then the specific terms of this Agreement shall be controlling to the extent necessary to resolve such conflict.

4.2 **Rules and Procedures.** As a part of its management rights, the Employer has the right to promulgate and enforce the rules and procedures affecting its employees. Such rules and procedures shall not be inconsistent with the express and specific terms of this Agreement. All increases in workload necessitated by any of these rules and procedures shall result in either an equivalent increase in compensation for the employee so affected or an equivalent reduction in workload and other areas of such employee's assigned responsibilities.

4.3 **Minimum Terms.** This Agreement shall be deemed to state the minimum terms and conditions for employment and the Employer shall not employ any employee on terms less favorable than those stated herein. Adjustments in the compensation of individual employees may be made by the Employer either (a) to reflect competitive needs or (b) to reward outstanding professional contributions or (c) to effect the correction of inequities. The Employer shall not implement any compensation adjustments made pursuant to this paragraph without giving the Union a minimum of five (5) working days advance notice of said action. The notice shall state the employee's name, present compensation, proposed adjustment in compensation, and reasoning under (a), (b), or (c) for the proposed adjustment. As to new employees only, the Employer shall notify the Union of the compensation to be paid to the new employee within ten (10) days after the compensation is agreed upon.

ARTICLE V

EMPLOYEE STATUS

5.1 **Academic Freedom.** The Employer and the Union recognize and acknowledge the importance of academic freedom to all employees affected by this Agreement. The term "academic freedom" as used herein shall mean the right of scholars freely to study, discuss, investigate, teach, publish and for artists, freely to create and exhibit their works of art. Academic freedom applies to both teaching and research and where appropriate to professional library service. The employee is entitled to freedom in researching and teaching, subject to the appropriate performance of his assigned professional responsibilities.

5.2 **Academic Responsibility**. The standards of academic freedom must be accompanied by equally demanding standards of academic responsibility. The employee is a member of a learned profession and representative of his institution. When he speaks or writes as a private individual, he shall be free from institutional censorship or of discipline by the Employer, but his special position in the community imposes a special obligation. As a person of learning he must remember that the public may judge his profession and his institution by his utterances. Hence, when he speaks or writes as a private individual, he should make every effort to indicate that he is not representing the Employer. When the employee speaks or writes as a representative of the Employer, he should exercise appropriate professional care to be accurate and to respect the opinions of others.

5.3 **Guarantee of Rights**. The Employer will not discriminate against any employee in any manner which would violate any applicable law of the United States or the State of Michigan or ordinance of the City of Detroit. Further, the private and personal life of an employee shall not, except as it impacts on his employment with the Employer, be within the appropriate concern or attention of the Employer. The parties also hereby reiterate their support for the concepts of affirmative action and equal employment opportunity.

5.4 **Probationary Period**. The Employer may require each non-tenured employee to serve a probationary period. The probationary period applicable to a non-tenured employee shall be determined by his classification as follows:

(a) Librarians. The maximum probationary period for a Librarian shall be five (5) contract years. For the purpose of this paragraph a contract year shall be a 12 month period commencing on the date of hire, or the date of re-employment following loss of tenure as the case may be.

(b) Engineering Laboratory Technicians. The maximum probationary period for an Engineering Laboratory Technician will be a period of six (6) months following his initial employment by the Employer or his employment after loss of seniority.

(c) Faculty Members and Research Scientists. The maximum probationary period for a Faculty Member or a Research Scientist shall be seven (7) contract years. For the purposes of this paragraph a contract year shall be a twelve (12) month period commencing August 16 following the employee's original date of hire or the date of his re-employment following loss of tenure as the case may be.

The probationary period shall be deemed successfully completed by either (i) being retained in employment after the maximum probationary period specified for the employee's classification in (a), (b) and (c) above and thereby being granted tenure or (ii) by being granted tenure by the Employer at any time prior to the expiration of the probationary period. During the probationary period an employee's employment may be terminated at the sole discretion of the Employer. In all cases except in the instance of discharge for just cause, the termination of a probationary employee shall not become effective prior to the end of the contract year in which the termination is to occur. No decision by the Employer to deny tenure shall be grievable under Article VIII.

5.5 **Promotion and/or Tenure: Faculty**. Application for promotion may be initiated by an individual faculty member or his department tenure and promotion committee or his dean with written notification to the faculty member. Applications are to be made according to the procedure and rules in (b) and (c) below.

There are three (3) ways for a faculty member to obtain tenure: (1) To be granted tenure by the Employer at the time of hire; (2) to complete the probationary period without being either discharged for just cause or terminated; (3) to be granted tenure pursuant to the procedure and rules in (b) and (c) below.

(a) Promotion and/or Tenure Committee.

(i) Unit Tenure and Promotion Committee. In colleges where the initial unit tenure and promotion committee is the department committee, eligibility to serve on the department and the college committees shall be determined by the department. In colleges where the college tenure and promotion committee is the initial unit of evaluation, eligibility for election to the committee shall be determined by the faculty of the college.

(ii) Committee on Tenure and Promotion, Employee's College or Unit. This committee shall be composed of one eligible faculty member elected from each department of the college or a representation determined by the faculty of the college. In the event a department chairperson serves, he/she would be ineligible to vote on anyone in his/her department for promotion or tenure. The committee shall elect its own chairperson.

(iii) University Tenure and Promotion Committee. This committee shall be composed as follows:

(a) Tenured faculty members shall be elected by each of the respective faculties: Liberal Arts, Engineering and Science, Architecture, Education and Human Services, Business and Administration. The number of the members from each faculty to be elected to the faculty tenure and promotion committee shall be computed as follows: one for every 30 faculty members or fraction thereof, e.g. 1-30, 1 elected; 31-60, 2 elected; 61-90, 3 elected.

(b) The committee members shall be elected for staggered three (3) year (October 15 to October 14) terms.

(c) The committee shall elect a chairperson from the membership by a majority vote each year to serve a one (1) year term.

(d) The committee shall file official minutes of all its meetings with the Academic Vice President.

(e) The committee shall call its own meetings and establish its own operating rules.

(b) Promotion and/or Tenure Review Procedure.

(i) On or before October 1, during his second year of employment (and annually thereafter) for tenure, or during his third year of employment (and annually thereafter) for promotion, an employee may submit a written promotion and/or tenure request, together with supporting reasons, to his department or unit tenure and promotion committee. The committee shall promptly meet, confer, and vote whether to support the request for promotion and/or tenure. No later than October 15, the committee shall file with the dean its report and recommendation.

(ii) No later than October 30, the department chairperson shall prepare an independent report and recommendation and submit it to the dean.

(iii) The employee's written promotion and/or tenure request, together with the reports and recommendations of any department tenure and promotion committee, and the department chairperson, shall be transferred to the committee on tenure and promotion of the employee's college or unit. The committee shall promptly meet and

confer. No later than December 15, the committee shall file its report and recommendation with the dean of the college.

(iv) No later than February 1, the dean of the college shall prepare an independent report and recommendation.

(v) The employee's written promotion and/or tenure request, together with all of the reports and recommendations referred to above, shall be transferred to the University tenure and promotion committee.

(vi) The University tenure and promotion committee shall promptly meet and confer on applications for promotion and/or tenure. No later than March 15, the committee shall file its report and recommendation with the Academic Vice President.

(vii) No later than April 30, the Academic Vice President of the University shall grant or deny promotion and/or tenure. Subject to the procedure described in (viii) below, the decision of the Academic Vice President shall be final as to the particular promotion and/or tenure request. The Academic Vice President's decision shall not be subject to the grievance procedure or arbitration. Promotions and/or tenure granted by this procedure shall become effective no later than August 16.

(viii) In the event that the University tenure and promotion committee has recommended that an employee receive promotion and/or tenure and that employee has been denied promotion and/or tenure by the Academic Vice President, the employee shall have the right to object to the denial of promotion and/or tenure and shall further have the right to have such objection reviewed by the President of the University. Prior to rendering a decision the President shall confer with the chairperson of the University tenure and promotion committee and the Vice President for Academic Affairs. The affected employee seeking a review of his denial of promotion and/or tenure shall have the right to submit a written statement detailing the finding of fact, conclusions and/or procedural matters with which he disagrees and his reasons for such disagreement. The affected employee must file any objections within thirty (30) days following receipt of written notification from the Academic Vice President that promotion and/or tenure shall be denied to the

individual. In no event shall a filing of an objection or response to such objection serve to lengthen an individual employee's period of employment with the Employer.

(c) Promotion and/or Tenure Review Rules.

(i) Beginning in the second year of employment, a non-tenured employee (on a tenure track) may apply for tenure annually before October 1. A denial of tenure in any year, except the sixth year of the employee's probationary period, shall be without prejudice to the employee or to his continued employment.

(ii) An application for promotion and/or tenure may be withdrawn only by the employee requesting promotion and/or tenure. He unilaterally may withdraw his application at any stage of the review procedure. Withdrawal shall be without prejudice to applying again in a future year unless the employee is applying for tenure in the sixth year.

(iii) In reviewing an application for promotion and/or tenure, each reviewer shall consider only the professional qualifications of the applicant.

(iv) There shall be no quota/ratio for tenured positions or for positions subject to promotion.

(v) In the event a timetable referred to in (b) above is not complied with within a reasonable time, the request shall automatically move to the next higher level.

(d) Definitions. The following definitions shall be used at all levels of the promotion review procedure in deciding whether to recommend or grant a promotion:

(i) **Instructor**. The criteria for the rank of Instructor are possession of a minimum of a master's degree (or equivalent) and evidence of potential for effective teaching, either as attested to by those who recommend the candidate or by virtue of having successful teaching experience.

(ii) **Assistant Professor**. The criteria for the rank of Assistant Professor are possession of the terminal degree or its equivalent (usually taken to be preparation and training comparable to the accepted doctoral program in time, continuity, professional standards and applicability to the field of specialization); teaching performance of a high order

of effectiveness; evidence indicating promise of scholarly publications and research; and service to the University, profession or community.

(iii) **Associate Professor.** The criteria for the rank of Associate Professor, in addition to the prerequisites for Assistant Professor, are three (3) years of teaching experience at the college or university level (or equivalent); teaching excellence; scholarly publications, research, or other professional accomplishments of merit and service to the University, the profession or the community.

(iv) **Professor.** The criteria for the rank of Professor, in addition to those for Associate Professor, are eight (8) years of teaching experience at the college or university level (or equivalent); teaching excellence; scholarly publications, research or other professional accomplishments of distinction in the field; and service and leadership in the University, the profession or the community.

5.6 **Promotion and/or Tenure: Librarians.** Applications for promotion may be initiated by an individual librarian or the library tenure and promotion committee or the director of libraries with written notification to the librarian. Applications are to be made according to the procedure and rules in (a) and (b) below.

There are three (3) ways for a librarian to obtain tenure. (1) To be granted tenure by the Employer at the time of hire; (2) to complete the probationary period without being either discharged for just cause or terminated; (3) to be granted tenure pursuant to the procedure and rules in (b) and (c) below.

(a) Library Tenure and Promotion Committee.

(i) The committee shall be composed of a minimum of three (3) tenured librarians, to be elected by their colleagues.

(ii) The committee members shall be elected for staggered three (3) year terms (October 15 - October 14).

(iii) The committee shall elect a chairperson from the membership by a majority vote each year to serve a one (1) year term.

(iv) The committee shall file official minutes of all its meetings with the Director of Libraries and the Academic Vice President.

(v) The Committee shall call its own meetings and establish its own operating rules.

(b) Promotion and/or Tenure Review Procedure.

(i) On or before October 1 during his third year of employment (and annually thereafter) for tenure, or during his second year of employment (and annually thereafter) for promotion, a librarian may submit a written request, together with supporting reasons, to the Library Tenure and Promotion Committee. The Library Tenure and Promotion Committee shall serve as follows:

(ii) Within three (3) working days of receiving any application, the LTPC Chairperson shall distribute to the candidate the following forms:

(a) Personal Performance Record: This document provides personal information regarding continuing education, activities, and achievements.

(b) Resource Group Identification Sheet: To take the place of departmental and college review committees for purposes of peer evaluation, a Resource Group is named to provide candidate evaluation to the LTPC. This group consists of librarians, faculty members, and/or administrators who worked with the candidate and are in a position to provide first-hand evaluation input. The Resource Group is composed of three (3) members:

1. One member chosen by the candidate.

2. One member chosen by the candidate's Assistant Director.

3. One member mutually agreed upon between the candidate and the Assistant Director.

In order to have uniformity, the Resource Group members are asked to assess the librarian's interpersonal relationships with the University community as well as the work performance level. The Librarian's Promotion and Tenure Performance Evaluation Form is the instrument used.

(iii) No later than December 15, the Committee shall file with the Director of Libraries its report and recommendation, together with the entire record submitted by the candidate and the resource group members.

(iv) No later than February 1, the Director of Libraries shall prepare an independent report and recommendation. The Director shall promptly forward to the Academic Vice President this report and recommendation, together with the entire record of the promotion and/or tenure proceedings.

(v) No later than April 30, the Academic Vice President of the University shall grant or deny promotion and/or tenure. Subject to (vi) below, the decision of the Academic Vice President shall be final as to the particular promotion and/or tenure request. The Academic Vice President's decision shall not be subject to the grievance procedure or arbitration. Promotions and/or tenure granted by this procedure shall become effective no later than April 30.

(vi) In the event that the Library Tenure and Promotion Committee has recommended that an employee receive promotion and/or tenure and that employee has been denied promotion and/or tenure by the Academic Vice President, the employee shall have the right to object to the denial of promotion and/or tenure and shall further have the right to have such objection reviewed by the President of the University. Prior to rendering a decision, the President shall confer with the chairperson of the Library Tenure and Promotion Committee and the Vice President for Academic Affairs. The affected employee seeking a review of his denial of promotion and/or tenure shall have the right to submit a written statement detailing the finding of fact, conclusions and/or procedural matters with which he disagrees and his reasons for such disagreement. The affected employee must file any objections within thirty (30) days following receipt of written notification from the Academic Vice President that promotion and/or tenure will be denied to the individual. In no event shall a filing of an objection or response to such objection serve to lengthen an individual employee's period of employment with the Employer.

(c) Promotion and/or Tenure Rules.

(i) Beginning in his third year of employment, a non-tenured librarian may apply for tenure annually before

October 1. A denial of tenure in any year, except the last year of the librarian's probationary period, shall be without prejudice to the librarian or to his continued employment.

(ii) An application for promotion and/or tenure may be withdrawn only by the librarian requesting promotion and/or tenure. He unilaterally may withdraw his application at any stage of the review procedure. Withdrawal shall be without prejudice to applying again in a future year.

(iii) In reviewing an application for promotion and/or tenure, each reviewer shall consider only the professional qualifications of the applicant.

(iv) There shall be no quota/ratio for tenured positions nor for positions subject to promotion.

(v) In the event a timetable referred to in (b) above is not complied with, within a reasonable time, the request shall automatically move to the next higher level.

(d) Definitions. The following definitions shall be used at all levels of the promotion review procedure in deciding whether to recommend or grant a promotion to a librarian.

(i) **Assistant Librarian.** The criteria for the rank of Assistant Librarian, a person employed at the entry level rank of professional library service, are an American Library Association (ALA) accredited master's degree in library or information science and evidence of an ability to advance along professional lines.

(ii) **Associate Librarian.** The criteria for the rank of Associate Librarian, a person employed at the intermediate rank of professional library service, are possession of an ALA accredited master's degree in library or information science, normally three (3) or more years of professional library service, and demonstrated competence in professional responsibilities.

(iii) **Senior Associate Librarian.** The criteria for the rank of Senior Associate Librarian, a person employed at the advanced rank of professional library service, are possession of an ALA accredited master's degree in library or information science, normally seven (7) years of

professional library experience, demonstrated high level of achievement in professional responsibilities, evidence of significant continuing education efforts and/or evidence of scholarly activity, and involvement in professional library organizations.

(iv) **Senior Librarian.** The criteria for the rank of Senior Librarian, a person employed at the highest rank of professional library service, are possession of an ALA accredited master's degree in library or information science, normally (10) years of professional library experience, an outstanding record of achievement in professional responsibilities, significant course work past the terminal degree, demonstrated contributions in scholarly publications, and substantial involvement in both professional library organizations and the University.

5.7 **Termination of Non-Tenured Employees.** In the event the Employer determines that it wishes to terminate a non-tenured employee prior to the successful completion of the probationary period specified in paragraph 5.4, the employer may do so provided that it complies with the notice provisions below. However, with respect to non-tenured employees with at least three years of seniority at the time notice is given, the termination notice shall tell the employee that he has the right to submit an application for tenure in the normal manner; this application would than be processed through procedures of 5.5 or 5.6. In no way does this process require the Employer to grant tenure to the employee or extend the time of his employment.

Termination Notice. A non-tenured employee who is to be terminated shall be entitled, according to his classification, to the following minimum notice prior to the end of the contract year in which the termination of employment is to occur.

Librarians

a.	During the employee's first contract year:	60 days notice
b.	During the employee's second through fourth contract years:	90 days notice
c.	During the employee's fifth contract year:	210 days notice

Engineering Research Scientists	
a. During the employee's first contract year:	60 days notice
b. During the employee's second, third, or fourth contract years:	90 days notice
c. During the employee's fifth or subsequent contract years:	210 days notice
Engineering Laboratory Technicians	14 days notice
Faculty Members	
a. During the employee's first contract year	on or before February 15
b. During the employee's second, third or fourth contract year	on or before November 15
c. During the employee's fifth or sixth ... contract year	on or before August 15

A faculty member who receives such notice during his fifth or sixth contract year shall be entitled to a final year's employment after which his employment with the Employer shall be terminated. The Employer and the employee may mutually agree to a severance pay in lieu of a final year's employment.

A faculty member who has not received a notice of termination prior to the first day of his seventh contract year (i.e., August 16) shall automatically receive tenure at the end of his seventh contract year.

5.8 **Tenured Employment.** Once an employee has been granted tenure the Employer will not discipline or discharge the employee without just cause. A violation of paragraph 12, may, in the discretion of the Employer, be considered just cause.

5.9 **Retirement.** Employees who have been granted tenure shall be continued in such employment, absent a suspension or discharge for just cause, or a resignation, through the completion of the academic year in which they reach age 70 at which time their tenured employment shall cease.

5.10 **Discipline and Discharge.** The Employer will discipline or discharge an employee only for just cause. An employee shall have the right to a Union representative present at any meeting called for the purpose of discussing or implementing the discipline or discharge of the employee. The Employer will follow progressive procedures in the discipline or discharge of an employee. In implementing such progressive procedures, the Employer must notify an employee of any infraction, upon which it intends to rely in discipline or discharge, within six months of the date of its occurrence.

5.11 **Criteria for Promotion and/or Tenure.** Criteria for promotion and/or removal from probation in academic rank have been established by the Council of Academic Deans and are available from the office of the Vice President of Academic Affairs. Pursuant to the terms of this Agreement the Employer agrees to distribute the transmittal form for tenure or promotion decisions (which include these criteria) to all members of the bargaining unit as of January 14, 1985. The Employer further agrees to distribute said transmittal forms to all new regular full-time professional members of the bargaining unit hired after January 14, 1985. The criteria stipulated in the transmittal form received by the member of the bargaining unit at the time of hire will be the same criteria applied in the decision to promote or change rank of that person.

5.12 **Non-Tenure Track Employees.** The Employer may hire employees on a non-tenure track who shall be bargaining unit members and subject to the terms of Article III of this Collective Bargaining Agreement except as provided in this section. Such employees shall be hired pursuant to one (1) year contracts which automatically expire without requiring any further notice. During the term of said contract, such employee may not be discharged without just cause. If an individual has had two (2) successive one (1) year contracts, he may only be rehired in the following year if he is placed in the standard tenure track and he must receive credit for his first two (2) years of service so that he is in effect a third year contract tenure track employee. Nothing contained in this section shall obligate the employer to grant tenure to any employee.

ARTICLE VI

WORKLOAD AND PROFESSIONAL RESPONSIBILITIES

6.1 **University Work Year.** The work year applicable to an employee shall be determined by his classification according to the following:

(a) Librarians. The work year for Librarians shall be no more than eleven (11) months scheduled between August 16 and August 15, at the discretion of the Director of Libraries in consultation with librarians.

(b) Research Scientists. The work year for Research Scientists shall be nine (9) months scheduled between August 16 and August 15.

(c) Engineering Laboratory Technicians. The work year for Engineering Laboratory Technicians shall be twelve (12) months with time off as provided in paragraphs 9.13 "Holidays for Engineering Laboratory Technicians"; 9.14, "Vacation for Engineering Laboratory Technicians"; and 9.15, "Bonus Vacation Days for Engineering Laboratory Technicians".

(d) Faculty Members.

i. In the College of Business and Administration, Engineering and Science, the School of Architecture, the College of Liberal Arts and the School of Education and Human Services the work year for a Faculty Member shall not exceed nine (9) months and shall be scheduled between August 16 and August 15 of the following year. In schools or colleges where the Employer does not operate a three trimester program, a Faculty Member may be assigned to work Term I and Term II; or Term I, Presummer and Summer; or Term II, Presummer and Summer. In schools or colleges where the Employer operates a three trimester program, a Faculty Member may be assigned to any two trimesters.

ii. Faculty members shall be notified prior to the start of the sixth week of any term as to their work assignment for the next term in which they are scheduled to work. Faculty Members are not required to perform any assignment where the notice of the assignment is untimely, i.e., after fifth week.

6.2 **Professional Responsibilities**. The Employer may assign professional responsibilities to its employees as required for their varied roles in providing services to the institution in the areas of undergraduate, graduate and professional instruction, research and community service. The responsibilities listed below for each classification represent the general work areas which may be assigned to an employee holding such classification, but are not intended to describe the professional responsibilities assigned to any particular employee. Any individual employee may be assigned such professional responsibilities listed for his classification as is consistent with his overall assignment and as limited by

structure of departmental programs and courses as well as for the methods and materials used in the instruction of students, provided, however, that nothing contained herein shall in any way be construed so as to limit the Employer's final authority to determine the nature, kind and number of its academic programs or to limit the Employer's authority to terminate or institute any particular academic program, nor be in conflict with Section 5.1 of this Agreement.

ii. Classes. To meet all regularly scheduled classes and laboratories assigned. It is expected that when faculty members are unable to meet regularly scheduled classes because of illness, family emergencies or other circumstances beyond their control, they will notify their dean's office at the earliest opportunity. When faculty members are unable to meet regularly scheduled classes or laboratories for other reasons, they shall do so only with the consent of the Dean and they will make reasonable efforts to see that such sessions are covered by colleagues or that make-up sessions are offered to students.

iii. Class Schedules. Classes should be conducted in a manner consistent with the policies, schedules and deadlines established and published by the appropriate administrative offices. Changes in the scheduled classroom and/or class meeting times must be approved by the Dean and the Registrar.

iv. Advising. Faculty will assist assigned student advisees with course selections, verifying that selections are consistent with curricular requirements, pre-requisites and the student's personal or career objectives; provide counseling on mid-term grades, including an exploration of causes underlying academic problems and possible remedies; offer counseling or referral of students on University-related programs, career paths and alternatives; offer advice, guidance or referral, when appropriate, on University policies and procedures.

v. Consultation. Faculty will assist students enrolled in courses they teach providing clarification of difficult or ambiguous material or assignments, directing students to supplemental readings or resources and other activities related to the course being taught. This responsibility does not include any special obligations to students who have missed class sessions without reasonable and acceptable exceptions.

vi. Scholarly Research. Faculty engage in a wide variety of research activities. At a minimum, faculty keep abreast of the current developments in which they teach. Faculty may also undertake more extensive research projects which will have an impact on their availability for teaching. The conditions under which this may be so are detailed in 6.3 (d)(ii)(a).

vii. Tutorial. Faculty may be called upon to direct-supervise dissertation and thesis; serve on review committees; offer directed readings or projects; supervise students enrolled in off-campus placements or experiences when such placements are part of a recognized academic program; supervise teaching fellows, lab assistants, etc.

viii. University Service. Faculty are expected to play an active part in the life of the University and render such services as are reasonable and necessary. Such services include participation in departmental, college and University committees, commencement, student activities and convocations. Faculty may in some instances be asked to serve in administrative, or quasi-administrative capacities as department chairs, program coordinators or directors, Assistant to the College Dean, etc. In cases where faculty are willing and able they may also be of assistance in fund raising and recruitment.

6.3 **Workload.** An employee may be assigned any combination of the professional responsibilities specified for his classification in paragraph 6.2 which is consistent with the provisions and workload limitations specified herein.

(a) Librarians. The workload for Librarians shall be 37.5 hours per week spread over not more than five (5) work days. In the event a Librarian is required to work more than 37.5 hours or more than five (5) days in any work week, the Librarian shall be granted compensatory time off or pay (as mutually agreed by the employee and Employer) at the rate of 1.5 times the overtime worked. Any compensatory time off shall be on the basis of one and one-half (1-1/2) hours off for each hour of overtime worked and shall be taken at a time mutually convenient to the Employer and the employee.

(b) Research Scientists. The workload for Research Scientists shall be established by mutual agreement of the employee involved and the Employer. In the event the parties cannot agree upon the workload it will be assigned by the Employer and shall be grievable by the employee under Article VIII.

paragraph 6.3. Responsibilities applicable to each classification are as follows:

(a) Librarians.

i. Instructional Services Librarian. The basic responsibility is to serve the University community by building, maintaining, and evaluating appropriate library resources and to teach and assist in the effective use of these resources; that is, to render reference and information service to library patrons; collection development, liaison work and bibliographic instruction in areas of expertise or assignment; to search automated databases as assigned; and to plan, develop, and evaluate new library programs and policies.

ii. Technical Services Librarian. To provide for efficient cataloging and processing of materials, both qualitatively and quantitatively, in complete support of library instructional services; that is to provide original cataloging of materials in all formats; to modify library of congress cataloging as necessary; to apply filing rules and to maintain authority files to support and maintain the public catalog; to interpret changes in cataloging and processing rules from LC and OCLC; and to plan, develop, and evaluate new library programs and policies.

iii. Branch Librarian. To supervise the branch library and its operations and to perform any of the duties listed above (i or ii) as appropriate to the branch.

iv. University Service (All Classifications). Librarians are expected to play an active part in the life of the University and render such services as are reasonable and necessary. Such services include participation in library and University committees. In cases where librarians are willing and able, they may also be of assistance in fund raising and recruitment.

(b) Research Scientists.

i. To conduct scholarly, independent basic as well as applied polymer research in the Polymer Institute as assigned by the Employer.

ii. To supervise student research and thesis activities and individual student projects in the area of polymer science and polymer engineering.

iii. To present results of research to the scientific community through publication and presentation at scientific meetings.

iv. To teach and/or provide instructional support. This segment of the professional responsibilities may be utilized in those circumstances where there is insufficient work in items "i" through "iii" to occupy the faculty member on a full-time basis and/or funding for special polymer research projects has become insufficient to support the activities of the individual scientist involved.

(c) Engineering Laboratory Technicians.

i. To repair equipment as required by their college; to fabricate equipment and apparatus for student and faculty projects.

ii. To maintain supplies and repair parts for their college; to acquire supplies and materials.

iii. To assist faculty by operating instructional and research equipment; to instruct and supervise others in the operation of such equipment; to assist in laboratory set ups.

iv. To operate University vehicles when required.

(d) Faculty Members.

The normal faculty responsibilities include the teaching of classes, advising and consultation with students, timely evaluation and grading of student work, research necessary to support quality instruction and participation in a number of University, College and Departmental service functions. In some colleges and schools, community service may be part of the normal faculty responsibilities where faculty are willing and able to provide such service. Faculty responsibilities include the following:

i. Teach and Instruct. To teach and/or provide instructional support in a variety of manners and pedagogical settings. Such teaching or instructional support shall include the professional development of those giving the instruction; independent study to improve teaching; keeping abreast of current trends in an individual faculty member's academic profession. The faculty member shall also be responsible under the direction and guidance of the appropriate representative of the Employer for the content and

(c) Engineering Laboratory Technicians.

i. Normal Work Day. A normal work day shall be eight (8) work hours excluding meal periods.

ii. Normal Work Week. A normal work week shall be five (5) consecutive normal work days.

iii. Work Obligation. The employee, unless he has a reasonable and valid excuse, will work:

(a) The time assigned to him as a normal work day or work week; and

(b) Such reasonable overtime as the Employer may reasonably require.

(d) Faculty Members. The Union and the Employer recognize a uniform, standard workload has little or no meaning for professional faculty members and that reason must supersede narrowly defined standard workloads. Actual workloads are affected by the instructional and evaluation methods employed, the courses being taught, the extent and nature of preparations required, the number of students enrolled and the prior experience of the faculty member as well as the commitments to research, advising and University professional service. Whenever possible, workloads assigned should be the products of a mutual agreement between the faculty member and the University. In those cases where the assigned workload is believed to be excessive, the faculty member should perform the duties so assigned and pursue the grievance procedures outlined in Article VIII of this Agreement.

An employee will be assigned any combination of the responsibilities specified for his classification in paragraph 6.2 which is consistent with the provisions and workload limitations specified herein. Nothing in this paragraph is intended to limit the right of faculty to voluntarily assume responsibilities beyond the stated maximum.

i. Maximum Teaching Load.

Faculty members may be assigned to a maximum of twenty-four (24) credit hours of teaching per year. Faculty members may not be assigned more than twelve (12) credit hours, nor more than four (4) courses, nor more than three (3) different preparations in any single term; in Architecture, the maximum assigned credit

hours are sixteen (16) per year with no more than two (2) courses in any term. In cases where courses are team taught, the credit hours shall be divided appropriately between the faculty members involved.

Faculty members teaching more than ten (10) credit hours or more than three (3) courses per term will only be required to advise and consult with students during scheduled office hours, shall be responsible for such research as may be necessary to maintain quality teaching, participate in required departmental functions and activities and regular meetings of college faculty during terms in which they teach excluding Spring and Christmas breaks. Faculty members are required to maintain a reasonable number of scheduled office hours per week for the purpose of consulting and advising with students. The schedule of hours will be communicated at the beginning of each term to the students, department, and the Dean. Anyone whose academic year assignment includes Term I and/or Term III shall be available to particicpte in Registration and Pre-Registration. Anyone whose academic year assignment includes Term II shall be available to participate in Registration and Pre-Registration, and attend commencement.

The Union and the Employer recognize that faculty responsibilities in the area of course preparation, evaluation and grading are frequently accomplished in places other than the faculty member's office and that such responsibilities are nonetheless part of a faculty member's teaching load.

In the event that a class must be canceled because of low enrollment, the faculty member may be required to render alternative professional services as defined in paragraph 6.2 during the term in which the canceled course was scheduled.

Faculty members rendering additional teaching beyond the maximum load shall be entitled to overload compensation. Overload compensation shall be in such amounts as are mutually agreed upon by the Employer and the faculty member at the time of the assignment but shall not be less than the minimum compensation for overload assignments set in paragraph 9.6.

ii. <u>Alternatives to the Maximum Teaching Load</u>.

The maximum teaching load will be reduced by mutual agreement with the Dean in consideration of any of the following factors:

(a) Major research projects for which the faculty member's salary is externally supported or which will result in scholarly publication as approved by the Dean and Academic Vice President or on-going projects which have established a pattern of productivity and/or publication, or any research for which a faculty member will be held accountable to the Employer in matters of tenure or promotion.

(b) Administrative services as a Department Chair, program director or coordinator.

(c) Agreement to teach in Presummer or Summer session without additional compensation.

(d) Agreement to pursue additional education and/or training designed to prepare faculty to teach in new disciplines, new programs, new courses or areas within their current discipline.

(e) Union Service. One (1) course per term for the President of the Union or designate, one (1) course per term for the Grievance Officer of the Union and one (1) course per term in the trimester preceding expiration of the Collective Bargaining Agreement for the faculty member chiefly responsible for negotiations.

iii. Adjustment of Teaching Load.

The maximum teaching load of twenty-four (24) credit hours over any two (2) terms will also be reduced by mutual agreement with the Dean, in consideration of programmatic needs and the following factors, provided, that such assigned activities shall not exceed eight (8) hours per week. Activities assigned to those areas although they may be in addition to must not be in conflict with commitments under 6.3 (d) (ii) (a-e) above.

(a) Substantial commitments to University Service, as described in paragraph 6.2, assigned by the Dean or Academic Vice President.

(b) Thesis activities and student projects as described in 6.2

(c) Community service in cases where faculty are willing and able to provide such service.

In no event shall assignments within this Article

be excessive, e.g. teaching load more than twenty (20) hours over two (2) terms and an assignment as defined in ii (a) through (e) and an assignment as defined in iii (a) through (c) in excess of eight (8) hours per week and provided these assignments are not in conflict. In determining excessive workload, consideration shall be given to the unusual nature of laboratory instruction.

iv. Verification of Workload. At the request of the Employer, each faculty member shall annually submit a report no later than May 15 of each year, describing the previous year's workload and planned activities in the subsequent year. The general configuration of the assignment shall be agreed to, in writing, by both the faculty member and the Employer.

6.4 **Outside Work.** An employee may engage in outside work, which will not interfere with the competent performance of the employee's professional responsibilities or the workload assigned by the Employer. Such outside work must be lawful, and must not cast any aspersions on the Employer. No supplies or services owned or provided by the Employer shall be used in conjunction with such outside work.

ARTICLE VII

LAYOFF AND RECALL

7.1 **Authority to Institute Layoff.** The Employer and the Union recognize the necessary relationship between tenure and job security and therefore required reductions in staff will normally be accomplished by attrition of employees through retirement, voluntary termination of employment, and the non-tenuring of probationary employees. However, when the Employer determines that it must reduce staff more rapidly it shall have the authority to layoff and recall its employees and to determine the academic unit or units in which such layoffs shall occur.

7.2 **Consultation With Employees.** If the Employer proposes the implementation of a layoff it shall, at least sixty (60) days prior the delivery of any required layoff notice, notify the UDPU of the academic unit or units affected by its proposed layoff and the number of employees to be laid off in each such unit. Following the receipt of a notice of proposed layoff, representatives of the UDPU shall meet with the Employer to

explore possible alternatives to layoff and make recommendations to the Employer regarding such layoff. However, nothing herein shall be construed so as to limit the right of the Employer to consult with any employee regarding a proposed layoff.

7.3 **Implementation and Order of Layoff.** Following the completion of the consultation period required by paragraph 7.2 the Employer may institute any layoff which it then determines to be necessary. The Employer's decision to institute a layoff shall not be grievable under Article VIII. No layoff shall be commenced in any academic unit or department where non-bargaining unit persons, except graduate students working toward an advanced degree where teaching experience is an integral part of their graduate programs, are doing unit work. However, a layoff may be instituted in an academic unit or department where a non-unit person is performing unit work in such circumstances where the remaining employees are unable to competently perform the professional responsibilities required by available assignments in the unit or department. If a layoff is instituted, employees shall be laid off in each academic unit or department according to their tenure and seniority, subject to the ability of the remaining employees to competently perform the professional responsibilities required by available assignments in the unit or department. The order of layoff shall be as follows:

(a) Employees who have been notified that their employment will be terminated before they complete their probationary period.

(b) Non-tenured employees in inverse order of their seniority.

(c) Tenured employees in inverse order of their seniority.

7.4 **Layoff: Notice.** Employees laid off pursuant to this Article shall be entitled to the following minimum notice or pay in lieu of notice to the extent that any notice is less than the stated minimum:

(a) Librarians and Research Scientists.

i.	During the first contract year:	60 days notice
ii.	During the second and subsequent contract years:	90 days notice
iii.	Tenured Librarians and Research Scientists:	180 days notice

(b) Engineering Laboratory Technicians.

Engineering Laboratory Technicians	14 days notice

(c) Faculty Members.

i.	During the first contract year:	90 days notice
ii.	During the second contract year:	180 days notice
iii.	During the third and subsequent contract years:	210 days notice
iv.	Tenured Faculty Members:	280 days notice

7.5 **Recall.** Employees shall be subject to recall in inverse order of their layoff, by category and within categories, subject to the ability of the recalled employee to competently perform the professional responsibilities required by available assignments in the unit or department to which he is recalled. All employees shall be eligible for recall for a period of three (3) years following the effective date of the layoff.

7.6 **Privileges of Laid Off Employees.** Employees who are laid off and who are not employed by any other employer having similar benefits shall, during their recall eligibility period or the period specified herein, whichever is longer, be eligible for the following:

(a) Tuition grant benefits available to the employee's spouse pursuant to paragraph 9.12 shall remain available to the spouse until completion of the academic program selected by the spouse, provided that the spouse has met admission requirements for the program and has begun the program no later than the end of the employee's recall eligibility period.

(b) Tuition grant benefits available to the employee's dependent children pursuant to paragraph 9.12 shall remain available to the children until completion of the academic program selected by each child, provided that the child has met the admission requirements for the program and has begun the program no later than the end of the employee's recall eligibility period.

(c) In the event there is part-time work available in an academic unit or department where a layoff is in effect it shall first be offered to laid off employees, in order of seniority, who can competently perform the professional responsibilities required by such available assignment. In the event there is no employee so qualified, then the assignment may be given to any other person.

(d) A laid off employee is entitled to receive full tuition and fees for all undergraduate courses, and also for all graduate courses in programs leading to M.A., M.S., M.B.A., or J.D. (the grant for the J.D. degree is on a space-

available basis) degrees, until completion of the program, provided that the employee has met the admission requirements for the program and has begun the program no later than the end of his recall eligibility period.

(e) Continuation of full employee privileges.

(f) Continuation of full employee parking rights.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 **Construction.** Nothing contained in this Article VIII will be construed so as to prevent the informal adjustment of any grievance. The parties intend and agree that all disputes should be resolved, whenever possible, before the filing of a formal grievance and the parties encourage open communication between the Employer and its employees so that resort to the formal grievance procedure will not be necessary. If, prior to seeking a resolution of a dispute by filing a grievance hereunder, or while the grievance is being processed, an employee seeks resolution of the matter in any other forum whether administrative or judicial, the Employer shall have no obligation to continue to process the grievance and it shall not thereafter be subject to the grievance procedure established in this Article VIII. Further, the Employer's response to a recommendation of a hearing officer or other individual or body having appropriate jurisdiction in any other forum shall not be relievable under this Article VIII. During both the informal procedure herein described and the formal procedures specified in paragraph 8.3 through 8.6 an employee shall have the right to have Union representation present when discussing his grievance with the Employer. Insofar as possible, an equal number of representatives will be present for both the Employer and the employee with the total number of people not exceeding eight (8). Notice shall be given by both the Employer and the employee as to the number of representatives at least two (2) business days before the meeting.

8.2 **Scope.** Except as otherwise specifically provided for herein, any grievance the Union, or one or more employees may have in relation to his or their employment with the Employer arising from the application or interpretation of the Agreement will be adjusted as stated in this Article VIII and shall be the Union's exclusive remedy for an alleged breach of this Agreement by the Employer. Any individual employee or group of employees, other than the Union, may present a grievance to the Employer and have it adjusted so long as such adjustment is not inconsistent with the terms of this Agreement and the Union has had an opportunity to be present at such adjustment. Grievance shall

normally be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any employee as a result of this participation in any grievance proceedings. No employee shall be disciplined for participation in the grievance procedure.

8.3 **Initiation.** A grievance shall be initiated by serving a written notice of it on the Employer's Academic Vice President within sixty (60) days after the occurrence of the facts upon which it is based or within sixty (60) days after the employee knew or through the exercise of reasonable diligence should have known of the occurrence of the facts on which it is based. In all cases, employees should be encouraged to file notice as soon as possible after the occurrence of the facts upon which it is based. Such notice shall state the facts upon which the grievance is based, the contractual basis for the grievance and specify the relief and remedy sought.

8.4 **Step One.** The Employer's representative to discuss the grievance with the grievant party shall be the Employer's contract maintenance officer (who shall be named by September 30 of each calendar year). The Step One meeting, unless extended by written agreement for a specified period, shall be completed within seven (7) days after the grievance is filed. Within five (5) days after the Step One meeting, the Employer shall provide the Union and the grievant, if other than the Union, with a written answer to the grievance.

8.5 **Step Two.** If the Union or the grievant is not satisfied with the Employer's Step One answer to a grievance, it may be appealed to Step Two by filing a written Notice of Appeal with the Office of the Vice President for Academic Affairs within ten (10) University work days after the filing of the Step One answer. Following such appeal a Step Two hearing shall be scheduled by the Employer with the Vice President for Academic Affairs present at the hearing and shall be completed within ten (10) University work days after the receipt of a Notice of Appeal from the Step One answer, unless the parties agree in writing to extend the time for such hearing for a specified period of time. The Employer shall provide the Union and the grievant, if other than the Union, with a written answer to Step Two within ten (10) University work days after the completion of the Step Two hearing.

8.6 **Arbitration.** If the Union is not satisfied with the Employer's Step Two answer, it may, within thirty (30) days of the filing of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be perfected by giving written notice of such appeal to the American Arbitration Association with simultaneous written notice to the Employer within the thirty (30) day time limit specified herein.

Upon receipt of the required notice of arbitration the Employer and the Union shall confer and attempt to agree upon the selection of an arbitrator and a procedural format for the arbitration proceeding. The procedural format shall be (a) the American Arbitration Association rules for voluntary labor arbitration or (b) the American Arbitration Association rules for expedited labor arbitration. If the parties cannot agree, within thirty (30) days from the date the notice of appeal to arbitration was filed, as to the procedural format to be followed, the arbitration shall be conducted under the American Arbitration Association rules for voluntary labor arbitration. If the parties are unable to agree upon an arbitrator within said thirty (30) day period, the arbitrator shall be selected by the procedural format determined applicable to the grievance.

8.7 **Arbitrator's Decision and Compensation.** The arbitrator will render his decision in writing thirty (30) days or such additional time as the parties may in writing agree, after any grievance has been submitted to him, and his decision when so rendered as required by law, will be final and binding on the parties, and may be enforced in any court of competent jurisdiction. The Employer and the Union will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

8.8 **Limitation of Arbitrator's Authority.** These problems are excluded from the grievance procedure established by this Article VIII (a) violation of paragraph 12.1 and 12.2., except as provided therein, (b) negotiations for a new or a mandatory agreement. Further, the arbitrator will have no authority to (i) add to, subtract from or in any way modify this Agreement, (ii) substitute his discretion or judgment for the Employer's discretion or judgment with respect to any matter this agreement consigns to the Employer's discretion or judgment, (iii) interpret any policy, practice or rule except as necessary in interpreting or applying this Agreement, (iv) formulate or add any new policy or rule, (v) establish any new rank or classification, (vi) pass upon the appropriateness of any promotion in rank or denial of such promotion, and (vii) confer tenure on any employee.

8.9 **Jurisdictional Questions.** In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and if he determines that he has no jurisdiction he shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

8.10 **Extension of Time Limits.** The time limits in this Article VIII may be extended by written mutual consent of the parties concerned. Failure of either party to abide by the time limits shall result in the automatic advance of the grievance to the next level, except that failure of the Union to notify the Employer that it wishes to appeal a Step Two answer to arbitration within thirty (30) days after receipt of the Step Two answer shall result in the grievance being settled on the basis of the Employer's Step Two answer and the arbitration shall be barred.

ARTICLE IX

COMPENSATION

9.1 **Minimum Salaries: Employee Represented by the Bargaining Unit.** These minimum salaries shall be applied on August 15, 1985, for all employees on the payroll at that time. The salaries of employees hired after August 15, 1985, shall not be less than the minimum salaries. Nothing in this paragraph shall prohibit the employer from offering a salary in excess of the minimum salary nor shall any employee's salary be reduced as a result of this paragraph.

The minimum salary for each employee shall be the salary listed below for the particular status plus the product of One Hundred Sixty Five ($165.00) Dollars and the number of years the employee has been in his present rank as of August 16 of the preceding year.

Faculty & Polymer Research		Library	
Instructor	$16,000	Assistant Librarian	$16,000
Assistant Professor	$18,000	Associate Librarian	$17,000
Associate Professor	$22,000	Senior Associate Librarian	$20,000
Professor	$26,000	Senior Librarian	$23,000
Engineering Laboratory Technicians	$15,000		

9.2 **Salary Adjustment for 1985/1986:** The salary adjustments for the 1985/1986 academic year shall follow this schedule:

(a) The employee's base annual salary as of August 16, 1985, shall be his base annual salary of August 15, 1985, combined with:

$265 + 1% of the August 15, 1985 base annual salary

(b) The employee's base annual salary as of January 1, 1986, shall be his base annual salary of August 16, 1985, combined with:

$417 + 1.5% of the August 16, 1985 base annual salary

The Employer shall provide the Union with a list of all of the bargaining unit members' salaries, including the amount of all adjustments awarded pursuant to this contract, within two (2) weeks after the pay day on which the adjustments were made.

9.3 **Salary Adjustments for Promotions.** An employee who holds the classification of assistant professor and above, or associate librarian and above, who receives a promotion in rank shall have his base annual salary increased by 5% on the effective date of the promotion. For all promotions, regardless of rank, the adjusted salary shall not be less than the minimum for the new rank as stated in paragraph 9.1.

9.4 **Chairperson/Area Coordinator Salary for Additional Service.** An academic department chairperson or area coordinator who is assigned to work in excess of the work year specified for the relevant college or school in paragraph 6.1 of this Agreement, shall be entitled to additional salary for such work. Such additional salary shall be an additional prorata one (1) month's pay for each additional month of work.

9.5 **Special Term Teaching.** A Faculty Member who accepts a work assignment during an academic term which is not a regular part of his work year assignment as permitted in paragraph 6.1 shall be entitled to additional salary for such teaching. Prior to August 16, 1985, a Faculty Member teaching undergraduate courses shall be compensated at the rate of Four Hundred ($400.00) Dollars per credit hour of instruction or 2.75% of the Faculty member's base annual salary, whichever is larger. The compensation for the teaching of graduate courses shall be at the rate of Four Hundred Twenty Five ($425.00) Dollars per credit hour of instruction delivered or 2.75% of the Faculty member's base annual salary, whichever is larger. In no event shall any compensation computed hereunder (prior to August 16, 1985) exceed Two Thousand ($2,000.00) Dollars for any three (3) credit course, whether graduate or undergraduate. As of August 16, 1985, a faculty member shall be compensated at the rate of Seven Hundred Fifty ($750.00) Dollars per credit hour for special term teaching.

9.6 **Overload Assignments**. As of August 16, 1985, any faculty member accepting an overload assignment pursuant to paragraph 3.3(e) shall be compensated at a rate not less than Four Hundred Seventy Five ($475.00) Dollars per credit hour.

9.7 **Medical Insurance**. The Employer shall provide each employee with hospital/medical insurance coverage equal to Blue Cross/Blue Shield MVF-1 with Master Medical Option III, Prescription Drug Rider, Diagnostic X-Ray Rider and Out-Patient Psychiatric Care. It shall also provide options to the Blue Cross/Blue Shield plan. An employee wishing to receive benefits pursuant to this paragraph must enroll in a hospital-medical insurance plan within thirty (30) days of employment or during a scheduled open enrollment. The Employer will pay the monthly amount specified below toward the cost of such coverage.

(a) Prior to August 16, 1985

i. Single subscriber - fully paid
ii. Two party coverage - $118.09
iii. Full family coverage - $132.37

(b) As of August 16, 1985

i. Single subscriber - fully paid
ii. Two party coverage - 62% of the average of two party coverage for the three lowest priced plans offered to employees.
iii. Full family coverage - 62% of the average cost of full family coverage for the three lowest priced plans offered to employees.

Any other charges for such insurance will be paid by the Faculty Member through payroll deductions.

9.8 **Retirement Program**. The Employer shall provide all employees with the option of participating in the TIAA-CREF Retirement Annuity Plan. Employees may enroll in the program within thirty (30) days of employment, or following that time, during the annual open enrollment period. If an employee elects to participate he shall be required to contribute not less than 3% of his base annual salary. Upon such participation the Employer shall contribute an amount equal to 10% of the participating employee's base annual salary. If an employee, on a leave of absence with pay, elects to continue participation by contributing 3% of his full base annual salary to TIAA-CREF, the Employer shall contribute 10% of the employee's full base annual salary. If the employee elects to contribute 3% of any partial pay, the Employer will contribute to TIAA-CREF 10% of his partial salary. Notwithstanding the foregoing, the retirement contribution shall be based on the employee's 1984/1985 base annual salary until August 16, 1985; on the August 16, 1985, base

annual salary until December 31, 1985; and on the January 1, 1986, base annual salary thereafter.

9.9 **Life Insurance**. The Employer shall provide each employee with an amount of term life insurance equal to his base annual salary. If this insurance is not an even multiple of One Thousand ($1,000.00) Dollars, it shall be raised to the next higher multiple of One Thousand ($1,000.00) Dollars. Each employee must complete an enrollment card before coverage can be effective. The Employer shall pay the full cost of such insurance. Life insurance coverage will cease upon retirement or employment termination.

9.10 **Short Term Disability**. An employee who is not laid off and who is unable to work because of illness, injury, or disability due to pregnancy or childbirth shall promptly notify the Employer of his inability to work. The Employer shall upon receipt of such notice continue to provide compensation for such employee for a period not to exceed one month for each year of seniority with the Employer in a position covered by this Agreement up to a maximum of six (6) months, provided however, that if said employee is receiving disability insurance or Worker's Disability Compensation benefits during any such period of absence, the Employer shall pay only the difference between any such benefits and his regular compensation. In no event shall an employee be entitled to receive more gross compensation than he would have received if he had been actively at work during the period of illness, injury or disability. At the Employer's request, the employee shall provide a statement from a duly licensed physician regarding the nature and the severity of the employee's illness or injury and a prognosis of the employee's recovery pattern and his expected return to work. Short Term Disability leave of five (5) weeks or less shall be covered by the colleagues of the employee without additional compensation, provided however that no more than one additional course shall be assigned to an individual faculty member without his consent. For a Short Term Disability leave of more than five (5) weeks in duration, colleagues covering such employee's assignments shall be entitled to overload compensation to the extent the assignment exceeds the maximum teaching load provided in this Agreement.

9.11 **Long Term Disability**. The Employer shall provide a Long Term Disability insurance plan to all employees who have completed one (1) year of service. Employees must complete an enrollment card within thirty (30) days of the completion of one (1) year of service before the full coverage can be effective. The Employer shall pay the full cost of such insurance which provides the following benefits:

(a) A monthly income benefit following six (6) months of continuous disability which, including any income benefits payable from Social Security and Worker's Disability Compensation, is equal to sixty (60%) percent of base monthly salary up to Two Thousand Five Hundred ($2,500.00) Dollars plus forty (40%) percent of base monthly salary in excess of Two Thousand Five Hundred ($2,500.00) Dollars as of the date the disability began, but not to exceed Two Thousand Five Hundred ($2,500.00) Dollars monthly.

(b) The monthly waiver benefit of the amount paid to TIAA-CREF Retirement Annuity in accordance with the provisions of the Retirement Plan. This waiver benefit is credited as monthly premiums on the employee's annuity dividend in the same proportions between TIAA-CREF as that being used when disability began.

9.12 **Tuition Grant Benefit Program**. The Employer shall provide a tuition grant benefit program for all employees subject to the conditions specified herein. Tuition grant benefits for employees or any person eligible for benefits who are receiving financial aid shall be limited to the difference between tuition charges and the amount of any financial aid being received. Employees may receive full tuition and fee grants up to seven (7) credit hours per term for undergraduate and graduate courses in any college or school of the Employer except the School of Dentistry and Doctoral programs. The employee may receive full tuition and fee grants for the school of law up to seven (7) credit hours per term on a space-available basis. Spouses of employees may receive full tuition and fees for undergraduate courses and three-quarter (75%) tuition grants for graduate courses in programs leading to masters degrees in colleges or schools covered by this Agreement. The children of employees may receive full undergraduate tuition grant benefits exclusive of fees and three-quarter (75%) tuition grants for graduate courses in programs leading to masters degrees in colleges or schools covered by this Agreement.

Spouses and dependent children of retired, disabled or deceased employees may receive full undergraduate tuition grant benefits exclusive of fees for regular courses leading to a degree and taken for credit provided that the employee has served continuously for the five (5) years preceding retirement, disablement or death. For the purpose of this paragraph, a qualified dependent child is one who is properly claimed as a dependent on the employee's Federal Income Tax return.

9.13 **Holidays for Engineering Laboratory Technicians.** Engineering Laboratory Technicians shall be paid for the following holidays under the terms and conditions hereinafter set forth:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Good Friday
Memorial Day
Three Flexible Holidays

The actual days observed as holidays with pay for all employees will be announced prior to the beginning of the fiscal year by the Employer's Personnel Office. Engineering Laboratory Technicians shall be entitled to paid holiday leave for the holidays set forth above by meeting the following eligibility requirements:

(a) The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday.

(b) An employee who is prevented by illness, accident or death in the immediate family from reporting to work the day before or the day after the holiday will be paid for the holiday upon submission of proof reasonably acceptable to the Employer that such absence was unavoidable.

(c) An employee who reports for work no more than one (1) hour late on the day before and after such holiday will receive holiday pay, if otherwise he is eligible, but an employee more than one (1) hour late on such days when signed in will not be entitled to pay hereunder, unless such tardiness or absence is excused by the Employer because of a reasonable and valid excuse presented by the employee.

(d) When a holiday specified herein falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall receive an additional day's vacation.

(e) An employee who has been assigned work on a holiday and fails to report for and perform such work without reasonable cause shall not receive holiday pay under this section.

(f) An employee who is on lay-off at least one full calendar week before the calendar week of the holiday or who is on leave of absence at the time such holiday occurs will not be paid for that holiday.

9.14. **Vacation For Engineering Laboratory Technicians.** Vacation pay is based upon straight-time hourly rate, exclusive of premium of any sort whatsoever, in effect at the employee's anniversary date. A full year of service in permanent full time status means and requires that an employee must actually have worked for at least 1,800 hours straight-time in such status as a permanent full-time employee. If a part-time employee is given permanent full-time employment, his service for the purpose of these vacation pay provisions shall be deemed to start at the commencement of his employment on a full time basis.

(a) After the initial six (6) months of full-time service, employees are entitled to five (5) days of vacation. They are then entitled to earn one (1) day of vacation for each complete calendar month of employment up to a maximum of ten (10) days.

(b) Vacation benefits, based on a full year of permanent full-time service, shall be as follows:

After Years of Such Service	Vacation
1 but less than 5 years	10 work days
5 but less than 10 years	15 work days
10 but less than 20 years	20 work days
20 years or more	25 work days

(c) If the employment of a permanent full-time employee is terminated by a separation from employment, he will be paid vacation pay which has accrued for the current year. No accrued vacation benefits will be paid unless the employee gives the Employer at least two (2) weeks notice of his intention to terminate, unless for some reason acceptable to the Employer he cannot give that much notice. No accrued vacation benefits shall be paid if such termination is the result of his discharge under paragraph 5.10.

(d) As far as possible, vacations will be granted at the time most desired by employees according to seniority, but the final right to the allotment of vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the Employer. To the extent feasible, the Employer will not change posted vacation schedules but will give two (2) weeks notice of any change in posted schedules. If two (2) weeks notice is not given, the employee may take his vacation at the time previously scheduled except in case of emergency.

9.15 **Bonus Vacation Plan For Engineering Laboratory Technicians.** An employee who has completed three (3) years of service as of the end of the calendar year shall be eligible to receive bonus vacation days to be utilized in the following calendar year. Bonus vacation days are granted based on the number of days of short term disability allowance which the employee used in the calendar year. The days shall be granted in inverse order to the usage of such short term disability days as follows:

Short Term Disability Days Used	Bonus Vacation Days
6 days or more used	None
5 days used	1 day
4 days used	2 days
3 days used	3 days
2 days used	4 days
1 or no days used	5 days

ARTICLE X

PERSONAL AND PROFESSIONAL LEAVES

10.1 **Unpaid Leave.** An unpaid leave of absence for personal or professional reasons, including union service, may upon written request be granted where it would be beneficial to the employee and not detrimental to the interests of the Employer. Such leave will be subject to the following conditions:

(a) All leaves shall be granted or denied by the Employer in a manner consistent with the provisions of this Agreement.

(b) Leaves may be granted for a period not to exceed twelve (12) months. Under exceptional circumstances a leave or an extension thereof may be extended for a limited period in excess of said twelve (12) months. Except as otherwise expressly provided in this Agreement, no leave (including all extensions) shall exceed twenty four (24) months. The beginning and ending dates of a leave shall normally coincide with the beginning and ending of an academic term.

(c) While on an unpaid leave of absence granted for professional reasons, an employee's seniority shall continue to accrue during the term of the leave. On returning from a personal leave, an employee's seniority shall resume at what it was at the beginning of the leave.

(d) Fringe benefits for which the Employee remains eligible will be continued for the employee on unpaid leave upon request at the full expense of the employee. In the event the employee continues contributions to the retirement plan provided under paragraph 9.8, the Employer will continue its contributions to the employee's retirement fund under paragraph 9.8.

(e) In the event an employee does not return from leave on the date of leave expiration, he shall be considered to have voluntarily resigned from employment, except in cases where his return has been prevented by accident or other reasons beyond his control.

(f) An employee on a leave of absence shall be entitled to return to his position with the Employer at the end of the leave. In addition, the employee's compensation upon his return to his position shall include all compensation increases granted during his absence, i.e., the employee's compensation upon return shall be at the rate it would have been if he had continuously worked for the Employer during his leave.

(g) Except for a disability leave, no employee who has been on leave will be eligible to apply for an additional leave until he has worked for the Employer the same number of terms as the number of terms included in his most recent leave.

10.2 **Leaves With Pay: Employee Development and Research Leaves.** The Employer shall provide development and research leaves of absence to employees for the purpose of encouraging professional development, scholarly research and/or study and training, for the mutual benefit of the Employer and the employee receiving the leave. Such leave will be made available under the following conditions:

(a) No more than four (4) employees may be on a development or research leave in any trimester in which there are sufficient and bona fide applications for such leave.

(b) The Employer may initiate request for development and research leaves based upon programmatic needs. In granting development and research leaves, the Employer may give preference to such leaves on the basis of its programmatic needs.

(c) Employees may initiate requests for development and research leaves either individually or in conjunction with other eligible employees.

(d) Only tenured employees are eligible for the development and research leaves.

(e) Only employees having six (6) years or more of seniority in a position covered by this Agreement shall be eligible for development and research leave.

(f) Any employee accepting a development and research leave shall be required to make a written report of his activities during the leave. In addition, the employee must agree to return to active employment for the period of two (2) trimesters for each trimester on leave immediately following the expiration of his leave or to refund the compensation paid to him by the Employer during his development and research leave.

(g) Any work for compensation during the term of the leave may be undertaken upon the prior approval of the Employer.

(h) The Employer shall have the sole right to approve or deny any application for development and research leave and such decision, on an individual case, shall not be grievable, provided, however, that a minimum of four (4) development and research leaves shall be granted in each academic year in which there are sufficient and bona fide applications for such leaves.

(i) Development and research leaves may be granted for one, two, or three trimesters. For each trimester on such leave the individual employee shall receive as compensation, a percentage of the salary he would have received working not on leave, such percentage to be determined by the number of trimesters during which an employee is on development and research leave as follows:

i.	One Trimester	90% of salary
ii.	Two Trimesters	75% of salary
iii.	Three Trimesters	60% of salary

Any salary due hereunder shall be reduced by an amount equal to salary earned under paragraph (g).

(j) Upon returning to work at the conclusion of a development and research leave, the employee's compensation shall include all compensation increases granted during his absence, i.e., the employee's compensation upon return shall be the same as it would have been if he had continuously worked for the Employer during his leave.

10.3 **Military Leave.** The Employer will comply with the Federal and State Veterans Employments Acts.

10.4 **Jury Service**. The Employer will, upon the employee's submitting valid proof of such service, pay an employee for all time spent on required jury service, the difference between his regular compensation and whatever compensation he may be entitled to for his service. In all cases the employee's colleagues will cover his work assignments without extra compensation for the duration of the service.

10.5 **Bereavement Leave**. An employee shall be given a leave of absence with pay for not more than five (5) days in the event of the death of a parent, spouse, child, brother or sister; and up to three (3) days for the death of a grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or any other near relative who resides in the same household with the employee. In the event of a death of an employee's uncle, aunt, nephew, or niece, the employee shall receive one (1) day off with pay. The actual days off to be granted to the employee shall be such as will accommodate the reasonable needs of the employee to participate in family business related to the death. In all cases the employee's colleagues will cover the work assignments without extra compensation for the duration of the leave.

10.6 **Disability Leave**. An employee who is disabled from working shall be granted a disability leave of absence for the duration of his disability with a return to work privilege, but not to exceed a continuous period of thirty six (36) months. This leave shall be unpaid except as is provided by Articles 9.11 and 10.1 (d) of this Agreement. The employee shall have the right to return to his former employment with the Employer at the end of the leave provided the employee is able to discharge the responsibilities of his position. His seniority shall be preserved as if he were on a personal leave and his compensation on returning to work shall be computed in conformity with Article 10.1 (f) of this Agreement. In no way do the contents of this paragraph limit the duration of the disability insurance benefits described in paragraph 9.11.

ARTICLE XI

WORKING CONDITIONS

11.1 **Office**. The Employer and the Union recognize that faculty members discharge their professional responsibilities in a variety of settings both on and off the campus. Therefore, the Employer shall be required to provide each employee with only such on-campus space as is reasonably required for the discharge of the professional responsibilities required to be performed while on campus. However, insofar as reasonably possible, office space shall be assigned only after consultation between the Dean of the employee's college and the employee. Assignments shall take into account both the employee's seniority and available space. All

such office space provided by the Employer shall be suitably equipped and maintained for such use. Each office shall contain a telephone with a separate number. In the event the employee performs professional responsibilities off campus in an office provided by the employee, the Employer shall have no responsibility for the maintenance or equipping of such office, nor for the health or safety of any person while in such office.

11.2 **Professional Supplies and Services.** The Employer will provide such professional supplies and support equipment, clerical staff, library services and computer services as it shall deem appropriate for the carrying out of its academic and non-academic programs. No employee shall be required to provide such supplies and services at his own expense and no employee shall be subject to discipline or discharge because of his inability to perform his professional responsibilities where such inability is due to a lack of adequate supplies, support equipment and services.

11.3 **Health and Safety.** The Employer shall make reasonable provisions for the safety and health of its employees while they are on the Employer's property or at facilities used by it during the course of their employment. No employee shall be required to use any equipment which is in an unsafe condition to the extent that it would be reasonably likely to cause injury to any person. All employees shall be required to use safety equipment at all times where such equipment is provided by the Employer. The Employer shall make known the established procedures by which an employee may receive emergency medical services and obtain instruction in cardio-pulmonary resuscitation techniques.

11.4 **Professional Liability Insurance Coverage.** The Employer shall provide a professional liability insurance program. Coverage shall consist of Two Hundred Fifty Thousand ($250,000.00) Dollars per person/Five Hundred Thousand ($500,000.00) Dollars per accident arising out of any one occurrence because of bodily injury and One Hundred Thousand ($100,000.00) Dollars property damage while acting within the scope of their professional responsibilities. The Employer shall pay the full cost of such insurance.

11.5 **Employee Travel.** The Employer will provide travel funds and, upon application by an employee, reimburse employees for expenses incurred in attending professional meetings and/or in rendering assigned unit work at the Employer's satellite or extension centers. The Employer shall establish such procedures it determines to be necessary to process applications for reimbursement for travel expenses and shall notify the Union, within two (2) weeks from the end of each academic year, of the disposition of said funds and applications, including the names of applicants and specific amounts reimbursed in each individual case.

11.6 **Travel Reimbursement Fund.** The Employer agrees that for the period January 15, 1985, through August 15, 1985, a minimum of Seven Thousand Five Hundred ($7,500.00) Dollars will be available for reimbursement of paragraph 11.5 "Employee Travel" approved by the Employer. The Employer will formulate and promulgate standards and criteria for the distribution of such funds in such manner so as to reasonably insure that each employee will have an equal opportunity to receive travel reimbursement pursuant to this paragraph. The Employer agrees that if sufficient, appropriate applications are submitted, the entire funds shall be expended. The Employer agrees that for the period of August 16, 1985, through August 15, 1986, a minimum of Twenty Five Thousand ($25,000.00) Dollars will be available for reimbursement of paragraph 11.5 "Employee Travel". These funds will be distributed equally to each member of the unit in the form of a voucher to be used in the period August 16, 1985, to August 15, 1986. Each employee may use his voucher for travel for such professional development as mutually agreed between the employee and the Dean/Director, or may transfer the voucher to another employee for the purpose. The Employer shall notify all employees of the value of each voucher and the mechanism for reimbursement as soon as possible after August 16, 1985.

11.7 **Parking.** Parking spaces will be provided for all employees. The Employer may assess a fee for all such parking which will not exceed forty-five ($45.00) Dollars.

11.8 **Publication Assistance.** The Employer agrees that in those cases where a firm publishing agreement exists between an employee and a recognized publisher in which financial subsidy is required as a condition for the publication of the results of the employee's scholarly research, it shall, upon application by the employee for financial assistance, make every reasonable effort to assist the employee in obtaining the same. The Employer further agrees that failure by the employee to publish because of the lack of necessary subsidy will not be detrimental to the employee's consideration for tenure or promotion.

11.9 **Employees Use of Athletic Facilities.** The Employer shall provide employees with access to, and use of, its athletic facilities and equipment at regularly scheduled and reasonable times. However, the Employer assumes no responsibility for personal injuries sustained by the employees as a result of employee carelessness or misuse of equipment while using its facilities.

11.10 **Layover Privileges.** In the event an employee is performing a work related activity on the Employer's premises after 10:00 p.m., or during a snow emergency, the employee is

entitled to use free of charge a dormitory room on the McNichols Campus with a bed and normal linen if available. The employee shall give notification of the need for a room prior to the close of normal business hours.

ARTICLE XII

JOINT RESPONSIBILITY

12.1 **No Strike.** During the term of this Agreement, neither the Union nor its officers, members, agents or representatives shall instigate, encourage, authorize, promote or participate in any strike, work stoppage, work interruption, work interference, slowdown, or any other form of concerted action by employees that prohibits, hinders, or interferes with Employer's business during the term of this Agreement. The Employer will have the absolute and unreviewable right to discharge or otherwise discipline any employee who violates any of the prohibitions set forth in this paragraph. However, the issue of fact whether a particular employee violated any of the provisions of this paragraph will be subject to arbitration under provisions of Article VIII.

12.2 **Union Obligations.** In the event of a strike or other concerted refusal to provide required services in violation of this Agreement, the Union, upon receipt from the Employer of a written request citing this section, will immediately issue a public statement that such action violates this Agreement and direct such employees to cease such violation of this Agreement. If the Union complies with the terms of this paragraph, it shall not be liable for any violation of paragraph 12.1 by the employees.

12.3 **Lockout.** There shall be no lockout by the Employer during the term of this Agreement.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 **Meeting.** The Employer and the Union may without altering the waiver made in paragraph 13.5 of this Agreement confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern. At least one such meeting shall be held during the first three (3) weeks of each trimester to review matters which have arisen during the previous trimester.

13.2 **Separability**. If any law or any decision of any Michigan or any United States Court or administrative body of competent jurisdiction affects any provision of this Agreement, each provision will be deemed amended to the extent necessary to comply with such law or decision, but otherwise this Agreement will not be affected.

13.3 **Exchange of Information**. The Employer, without unnecessary delay, will make available to the Union all information which is reasonably required or legally necessary for the negotiation and implementation of this Agreement. Nothing in this paragraph shall be construed so as to require the Employer to compile information and statistics in the form requested if such data is not already compiled in the form requested.

13.4 **Notice and Addresses**. Any notice required to be served on the Employer under this Agreement will be properly served if delivered to the Office of the Director of University Personnel. Any notice required to be served on the Union will be properly served if delivered to Box 21565, College Park Station, Detroit, Michigan 48221, with copies mailed to the Union's officers at their home addresses. The UDPU shall annually provide the names, addresses, and telephone numbers of UDPU officers to the Employer. Any notice required to be served on the employee will be properly served if mailed to the employee at the address shown on the last income tax withholding exemption certificate he filed with the Employer.

13.5 **Waiver**. The Employer and Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated this Agreement.

13.6 **Amendment**. This Agreement may be amended and supplemented only by further written agreement between the parties. Any party desiring amendment or supplement will notify the other party by writing, stating the substance of the amendment or supplement desired; but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

13.7 **Appendices and Letters of Agreement**. All appendices and letters of agreement attached hereto shall be deemed a part of this Agreement and shall be fully enforceable under the enforcement procedures hereof.

13.8 **Institutional Resources Committee**. The Employer and the Union agree that an Institutional Resources Committee shall be formed to promote and enhance open channels of communication on policy issues of mutual concern. This committee shall consist of up to six (6) representatives appointed by the Union and up to six (6) representatives appointed by the Employer. It shall meet and confer during normal business hours at least three (3) times per academic year. The President of the University shall, no later than September 15 of each year, set the date for the first meeting. The number and dates of subsequent meetings will be mutually determined by the committee members at the first meeting.

The agenda of the meetings will be mutually determined by the committee members and made known to all member no later than three (3) weeks prior to any scheduled meeting. Items for the agenda will be limited to institutional issues and policies related to the following areas of the University:

Academic Affairs
Student Services
University Relations
Finance and Operations

The committee may from time to time publish a report on its findings and recommendations to the Employer. These recommendations and findings, however, will not be binding on the institution.

13.9 **Informal Meetings**. Once each month during the academic year (September through May) the Vice Presidents of the University will informally meet with the faculty of a college. These meetings will be scheduled for each of the seven colleges/library.

13.10 **Executive Liaison**. The Employer and the Union agree that an Executive Liaison Committee shall be formed to promote and enhance open channels of communication between the executive staff and the UDPU. The committee shall consist of the President of the University, the Vice Presidents of the University, the President of the UDPU, and three other members of the UDPU appointed by the President of the UDPU and approved by its Board of Directors. This committee will meet at least once a month beginning as soon as this Agreement is ratified. The first meeting will be convened by the President of the University and subsequent meeting dates shall be set at the initial meeting.

ARTICLE XIV

TERM OF AGREEMENT

14.1 **Term.** This Agreement will be effective from 12:01 a.m., January 15, 1985, to midnight, August 15, 1986, and from year to year thereafter unless terminated as provided in paragraph 14.2.

It is further provided that either the Employer or the Union shall have the right to initiate negotiations for the period beginning August 16, 1986, at any time following November 15, 1985.

14.2 **Termination.** This Agreement may be terminated effective 12:01 a.m., August 16, 1986, by written notice from either party delivered to the other not earlier than May 15, 1986, nor later than July 15, 1986, of the noticing party's intent to modify or terminate the Agreement. Notice of intent to modify will be equivalent to notice of intent to terminate.

UNIVERSITY OF DETROIT

By: Peter A. Mitchell, S.J.

UNIVERSITY OF DETROIT
PROFESSORS' UNION

By: Maryjo Nichols

LETTER OF AGREEMENT #1

This letter is intended to supplement, interpret and aid in the implementation of the Collective Bargaining Agreement entered into between the University of Detroit Professors' Union effective from January 15, 1985, to August 15, 1986, as follows:

1. The Employer agrees that an appropriate portion of its parking lot D will be reserved for employee use and that access to such parking area will be controlled by a card controlled entry gate.

2. The parties have agreed that it would be desirable to make available to employees the possibility of retiring prior to reaching the normal retirement age. Therefore, the Employer is authorized to enter into negotiations on an individual basis with employees regarding early retirement on the following basis:

   A. Only persons who have reached 55 years of age and have been employed by the University of Detroit for a period in excess of 15 years are eligible for early retirement.

   B. The terms and conditions of early retirement shall be determined by negotiations between the University and the individual employee, provided however that the minimum terms which may be provided are (i) a $7,250.00 annual stipend payable in equal monthly installments paid by the University, and (ii) payment by the University of 51% of the employee's actual cost for continuing the health care benefits provided under the Collective Bargaining Agreement. The University's obligation regarding the payment of health care costs shall be reduced at such time as the employee becomes eligible for Medicare or Medicaid (but not in an amount below 51% of any amount for which the employee remains obligated to pay for the continuation of his health care benefits).

   C. The Employer's maximum obligation under the terms of any early retirement agreement shall be for a period of five (5) years or to the end of the University's academic year in which the former employee reaches age 70, whichever is less.

   D. Neither the Employer nor any employee may be required to enter into an early retirement agreement.

E. An employee shall have the right to be represented by a UDPU representative in any early retirement negotiation.

3. The parties have agreed that it would be desirable to make available to the employee the possibility of carrying less than a full teaching load in exchange for reduced compensation. Therefore, the Employer is authorized to negotiate with individual employees with regard to the terms and conditions under which such a reduced load assignment may be undertaken as follows:

   A. The terms and conditions of such assignment may be as agreed between the Employer and the employee, provided, however, that all such agreements must require that the Employer fully pay all benefits for such employee as are required under the Collective Bargaining Agreement. The Employer will not be required to pay more for medical insurance for the employee with reduced workload than it would have had to pay for a full time employee in the same medical insurance category.

   B. Employees who undertake such reduced workload assignments shall not be considered part-time employees for any purpose under the Collective Bargaining Agreement.

   C. Neither the Employer nor any employee may be required to enter into a reduced compensation agreement.

   D. An employee shall have the right to be represented by a UDPU representative in any negotiations regarding a reduced compensation agreement.

UNIVERSITY OF DETROIT

By: Robert A. Mitchell, S.J.

UDPU

58

By: Maryjo Nichols

LETTER OF AGREEMENT #2

This letter is intended to supplement and effectuate the implementation of the Collective Bargaining Agreement entered into between the University of Detroit and the University of Detroit Professors' Union effective January 15, 1985, to August 15, 1986.

A. **Limitation on Layoff of Employees**

The Employer may not, during the term of this Agreement, effectuate any layoff pursuant to the terms and conditions of Article VII prior to August 16, 1986. Further the employer may not send any notice of layoff to any tenured employee prior to March 15, 1986. Nothing contained herein shall prohibit the Employer from sending any other layoff notices required or permitted by Article VII which will become effective after August 16, 1986.

B. **Bargaining Unit Work**

The Employer will provide duly authorized union representatives with such authority as may be necessary for them to obtain more information required for the determination of the percentage of non-bargaining unit employees performing bargaining unit work as specified in paragraph 3.3(c) of the Agreement.

UNIVERSITY OF DETROIT

By: Robert A. Mitchell SJ.

UDPU

By: Maryjo Nichols

LETTER OF AGREEMENT #3

This letter is intended to supplement and effectuate the implementation of the Collective Bargaining Agreement entered into between the University of Detroit and the University of Detroit Professors' Union effective January 15, 1985, to August 15, 1986.

The UDPU hereby allows the Employer to set aside in a separate fund the payments that would have been made as the University's contribution to TIAA-CREF for the period February 15, 1985, through August 31, 1985. Furthermore, the UDPU hereby agrees to forego without condition the University of Detroit's contribution to the TIAA-CREF retirement accounts of its members for the period February 15, 1985, through June 15, 1985, inclusive, if those funds are needed to balance the fiscal 1985 current fund budget. It is understood that all or part of these funds (February, 15 - June, 15) would be used only if all other solutions and strategies for balancing the fiscal 1985 current fund budget have failed. All University of Detroit contributions to TIAA-CREF for the period June 30 through August 31, inclusive, and any other University of Detroit contributions to TIAA-CREF that have been set aside and not used for balancing the fiscal 1985 current fund budget will be placed into the UDPU members' TIAA-CREF retirement accounts, with interest equal to that which would have been earned in the TIAA-CREF accounts, by September 30, 1985.

UNIVERSITY OF DETROIT

By: Robert A. Mitchell, S.J.

UDPU

By: Marijo Nichols